Nythe Farm Home Boarding Service Agreement

BETWEEN:

Nythe Farm Home Boarding, Nythe Farm, Stratton Road, Wanborough, Swindon, Wiltshire, SN4 0SN (known as "Nythe Farm Home Boarding")

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| Print Name | | |
|---------------------------|------|------|
| Print Address | | |
| (known as "The Customer") | | |

The Customer wishes to engage Nythe Farm Home Boarding to fulfil services, and Nythe Farm Home Boarding agrees to undertake services (hereafter referred to as the "Services") as set out in the Service Invoice and in accordance with the policy and practices document ("Policies and Process") and subject to the terms and conditions of this Agreement.

1. Commencement Date and Duration

- 1.1.a. This Agreement shall commence from the date of signing and shall remain in effect until either party terminates the arrangement as per the Termination clause in the Policies and Process section of the Agreement.
- 1.1.b. A cooling off period shall be in effect should this Service Agreement be signed in the Customer's home. The cooling off period is not applicable if the Service Agreement is signed on Nythe Farm Home Boarding premises. The cooling off period is 14 (fourteen) days. The Customer is entitled to cancel this Service Agreement and incur no penalty on the condition that no Services have been booked for specific dates, and / or no deposits have been paid. In the event that Services have been booked for specific dates, any deposits have been paid or the Customer has asked for the Services commence within the 14 (fourteen) day cooling off period, the Customer is deemed to have waived their right to a cooling off period.

2. The Offering of Services

- 2.1.a. Nythe Farm Home Boarding shall perform the Services in an attentive, reliable and caring manner, using all reasonable skill and care, having due regard to the Policies & Processes and any relevant information as noted on the Service Invoice.
- 2.1.b. Nythe Farm Home Boarding shall be responsible for ensuring that it complies with all statutes, regulations, byelaws, standards, code of conduct and any other rules relevant to the provision of Services.
- 2.1.c. Nythe Farm Home Boarding shall act in accordance with all reasonable instructions given by the Customer provided such instructions are compatible with the specification of Services provided in the Policies and Process section of the Agreement. For the avoidance of doubt, where the Customer's wishes conflict with relevant current UK legislation, the legislation prevails.

3. Customer's Obligations

- 3.1.a. The Customer shall read and agree to follow the pertinent information in the Policies and Process section of the Agreement, as is applicable for the required Services.
- 3.1.b. The Customer shall use all reasonable endeavours to provide information to Nythe Farm Home Boarding necessary for Nythe Farm Home Boarding to provide Services.
- 3.1.c. The Customer authorises Nythe Farm Home Boarding to carry out the Services.
- 3.1.d. The Customer agrees that the information provided to Nythe Farm Home Boarding is true to the best of their information, knowledge and belief.
- 3.1.e. The Customer may issue reasonable instructions to Nythe Farm Home Boarding in relation to Nythe Farm Home Boarding's provision of Services. Any such instructions should be compatible with the specification of Services provided in the Policies and Procedures.

4. Booking and Cancellations

- 4.1.a. Bookings discussions shall not be considered as 'confirmed' until Nythe Farm Home Boarding provides the Customer with a Service Invoice and the Customer pays the deposit as outlined on the document.
- 4.1.b. Nythe Farm Home Boarding requires a 25% (twenty five percent) non-refundable deposit to hold an available space when Services are booked.

- 4.1.c. On a case by case basis, Nythe Farm Home Boarding may not request deposits for booked services. The cancellation policy remains in force for such exceptions, however Customers that use services regularly (every month) will be credited the refundable part of the booking against the next monthly service period if the terms of the cancellation policy have been met. Credits may be used for up to 2 (two) months from the cancellation date.
- 4.1.d. For regular Customers who wish to pay cash on arrival (and it is agreed that no deposit is paid), the 25% (twenty five percent) charge for cancellation still applies, and an invoice shall be issued for the required cancellation fee.
- 4.1.e. 14 (fourteen) days' notice is required for the cancellation of Home Boarding services, or the full price is charged. 7 (seven) days' notice is required for all services other than Home Boarding, or the full price is charged.
- 4.1.f. Please note that should a dog fail to meet the behaviour requirements during an assessment visit and the parties determine that a Home Boarding booking cannot be honoured, any deposit paid for the holiday booking will be returned to the Customer, as well as any fees paid for future practice visits that have not taken place. Charges for Assessment days or practice visits that have already taken place shall not be refunded. The offer of a refund is conditional on the Customer accepting one of the first 3 (three) dates offered by Nythe Farm Home Boarding for an assessment day.
- 4.1.g. Customers agree that if the Services are not used for 12 (twelve) months or more, a new Registration Form must be completed and the dog may need to undertake a further trial and assessment prior to booking.

5. Fees and Payment

- 5.1.a. Nythe Farm Home Boarding will charge the Customer for the Services as quoted in the Service Invoice (the "Fees") and the Customer agrees to pay Nythe Farm Home Boarding the Fees, promptly when they fall due.
- 5.1.b. The Customer agrees to pay Nythe Farm Home Boarding for any additional fees connected to providing emergency care, as well as any expenses incurred, for example (but not limited to) unexpected visits, transportation, housing, food or supplies on proof of a valid receipt.
- 5.1.c. For Home Boarding bookings, all Fees are due at least 14 (fourteen) days prior to the booking date. Nythe Farm Home Boarding reserves the right to cancel any booking (without return of any deposits paid) should Fees remain unpaid after this time.

6. Termination

6.1.a. The relationship between Nythe Farm Home Boarding and the Customer shall remain in place until either party give notice in writing. The relationship shall not be severed until all Services that have been paid or, or partially paid for, have been provided. Should the Customer wish to terminate the relationship without using the Services that have already been paid for, no refund shall be issued. Nythe Farm Home Boarding reserve the right to terminate services with immediate effect in the event that a pet shows undeclared aggression toward people or other animals.

7. Standards and Insurance

- 7.1.a. Nythe Farm Home Boarding agree to provide a professional and reliable service to their customers. All animals under the care of Nythe Farm Home Boarding will be given the full care and attention needed to make their experience both fun and safe.
- 7.1.b. Customers however, must accept that accidents or illness may occur in such a manner that can neither be foreseen nor prevented by Nythe Farm Home Boarding. The Customer shall indemnify Nythe Farm Home Boarding, who shall be held harmless in the following circumstances:
 - In the event that a Customer's pet causes harm to a person or another animal, or damages property;
 - In the event that a Customer's pet is injured or involved in, or causes an accident;
 - In the event that a Customer's pet causes a third party to claim for damages by way of injury to a person or an animal, or damage to property. In such cases, the Customer will indemnify Nythe Farm Home Boarding against such claims, and will liaise directly with the claiming third party.
- 7.1.c. Nythe Farm Home Boarding is covered by third party liability insurance, but it is highly recommended that Customers have their own pet insurance to cover liability claims from a third party.

8. Veterinary Waiver

- 8.1.a. If a pet is taken sick or injured during the period of the Service, Nythe Farm Home Boarding shall notify the Customer as quickly as is reasonably practical using all reasonable methods of communication available to both parties, to request guidance. In the event that Nythe Farm Home Boarding is not able to contact the Customer or the Customer's Emergency Contact, Nythe Farm Home Boarding shall take the pet to a Veterinary Practice on behalf of the Customer and make the best possible medical decisions for the pet with the recommendation and support of a Veterinary Professional. Any veterinary bills shall be directly chargeable to the Customer.
- 8.1.b. Nythe Farm Home Boarding shall use its best efforts to use the pet's normal Veterinary Practice where ever possible. The Customer authorises Nythe Farm Home Boarding to appoint an alternative Veterinary Practice to examine the pet and carry out such treatment or surgery as may be appropriate if the pet's normal Veterinary Practice is not available, or the geographic location and severity of the injury predicates that the nearest Veterinary Practice must be used.
- 8.1.c. By signing this Agreement, the Customer gives Nythe Farm Home Boarding the authority to discuss a pet's health and treatment with a Veterinary Professional in accordance with Global Data Protection Regulation (GDPR) (and subsequent revisions of the legislation). The Customer also gives Nythe Farm Home Boarding permission to present and share this signed Agreement with a Veterinary Practice where it is necessary under GDPR to manage a pet's care.

9. Aggressive or Unsocial Animals

9.1.a. Should any pet become aggressive or dangerous, Nythe Farm Home Boarding shall, in their sole discretion take whatever action they consider necessary in the best interest of the animal, other animals or people which may be encountered. The potential actions that Nythe Farm Home Boarding shall take are listed for each Service in the Policies and Process section of this Agreement.

10. Force Majeure

- 10.1.a. Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing its obligations under this Agreement caused by conditions beyond its control including but not limited to acts of God, war, strikes, fires, floods, governmental restrictions or power failures.
- 10.1.b. The Party (the "Affected Party") prevented from carrying out its obligations shall give notice to the other Party of an Event of Force Majeure upon it being foreseen by, or becoming known to, the Affected Party.

11. Assignment

11.1.a. Nythe Farm Home Boarding shall be entitled to perform any of the obligations undertaken by it through any other member of its group or through suitably qualified and skilled sub-contractors. Any act or omission of such other member or sub-contractor shall, for the purposes of this Agreement, be deemed to be an act or omission of Nythe Farm Home Boarding.

12. Data Protection and Privacy

- 12.1.a. The photographs on the Nythe Farm Home Boarding website and social media are of Customer's pets and pets owned by Nythe Farm Home Boarding.
- 12.1.b. Personal information shared with Nythe Farm Home Boarding for the purpose of using Services will not be sold or shared with third parties, in accordance with GDPR 2018 (or subsequent revision). Information is held on paper and electronically for periods required by The Animal Welfare (Licensing of Activities Involving Animals) (England) Regulations 2018 and HMRC.
- 12.1.c. In accordance with GDPR, the Customer gives Nythe Farm Home Boarding permission to share information from this signed Agreement with Veterinary Practices as is necessary to provide care, and gives the Veterinary Practice permission to discuss pet care with Nythe Farm Home Boarding where the Customer is not able to be contacted.
- 12.1.d. Customers are advised that Nythe Farm Home Boarding may take and use photographs of pets for marketing purposes; however no specifics pertaining to the location of the pet or the owner will be divulged publicly. If you do not wish Nythe Farm Home Boarding to use photos of your pet for marketing purposes, please tell us via email at nythefarmboarding@gmail.com.

13. Entire Agreement

13.1.a. This Agreement, along with the Registration Form, Policy & Process document and each Service Invoice constitute the sole and entire agreement between the Parties, and supersedes all prior agreements, representations and understandings of the Parties written or verbal. Any alteration of this Agreement must be in writing and signed by both Parties.

14. Notices

- 14.1.a. Any notice required to be served under this Agreement shall be in writing and shall be served by hand, post or electronic mail.
- 14.1.b. Notices shall be deemed served:
 - upon delivery, when delivered by hand;
 - upon accepting delivery by signed receipt post/courier, when delivered by using a 'signed for upon delivery' postal service or courier; or
 - Immediately following transmission, if by electronic mail provided the sender does not receive a non-delivery message.

15. Governing Law and Jurisdiction

- 15.1.a. This Agreement, its formation and any contractual disputes or claims shall be governed by and in accordance with English Law and shall be subject to the exclusive jurisdiction of the courts of England and Wales.
- 15.1.b. Any Forbearance, tolerance or delay in either party enforcing its contractual or legal rights shall not prejudice, restrict or prevent the right of the injured party to enforce its rights at a later date or later breach.

Policies and Process

1. General Policies Pertaining to All Services

1.1. Registration

- 1.1.a. It is the Customer's responsibility to provide clear and accurate information to Nythe Farm Home Boarding on the Registration Form and any other documents that are provided to the Customer for completion. Changes or updates to the Registration Form must be put in writing to Nythe Farm Home Boarding. Email updates are acceptable. Nythe Farm Home Boarding shall be held harmless from claims where outdated written information is responsible for the incident, unless Nythe Farm Home Boarding can be shown to be negligent.
- 1.1.b. It shall be the sole responsibility of the Customer to inform Nythe Farm Home Boarding of their dog's ongoing illnesses and medical conditions or significant illnesses and conditions that they have suffered in the past. Nythe Farm Home Boarding shall not be held liable for decisions that are made, or their subsequent outcomes based on an omission of information of their dog's Registration Form. In the event of a dog having a contagious illness or disease which has not been disclosed, the Customer may be liable for the costs of treatment given to other dogs which become infected.
- 1.1.c. By registering with Nythe Farm Home Boarding and signing this Service Agreement, the Customer consents to their dog attending Dog Day Care or Home Boarding alongside dogs from other families, and authorises Nythe Farm Home Boarding to allow their dog to mix with resident dogs and other visiting dogs in the main communal areas of the property and the garden. The Customer also agrees to their dog being walked in a group during the course of the Services.

1.2. Vaccinations and Parasite Control

- 1.2.a. Dogs that attend Home Boarding, Dog Day Care or participate in group walks must be vaccinated in accordance with veterinary recommendation, including the vaccination for Leptospirosis and the Kennel Couch vaccination. Customers must provide Nythe Farm Home Boarding with evidence of the vaccination schedule by way of Vaccination Card or a letter / email from their Veterinary Practice. Where titre testing is available and recommended by a Veterinary Professional as an alternative to vaccination, titre test results must be clearly summarised and contain a validation period of immunity (start and end date). Without a period of validity the titre test results may not be used as an alternative to vaccination. Nythe Farm Home Boarding reserve the right to refuse to accept a dog on arrival in the event that a dog fails to receive the annual vaccinations and does not have a letter from a Veterinary Professional specifying their exemption from core vaccination on medical grounds.
- 1.2.b. Dogs that attend Home Boarding, Dog Day Care or participate in group walks must be treated for worms and fleas. If fleas are found to be present, Nythe Farm Home Boarding shall contact the Customer immediately to arrange steps for remediation. Dogs in Day Care must be collected by the Customer or the Customer's Emergency Contact within the time frame outlined by Nythe Farm Home Boarding, and may not use Services until the infestation has been removed. Dogs in Home Boarding must be treated immediately and in accordance with veterinary guidance. In the event that the Customer is not available or will not agree to next steps, the Emergency Contact on the Customer registration form shall be contacted and asked to remove the dog from the premises. Customers accept that they will be responsible for the expense of removing fleas from the premises.

1.3. Infectious Diseases and Illness on Arrival

- 1.3.a. The Customer or the Customer's Emergency Contact must make arrangements for the collection of a dog if the dog is determined to have an infectious disease within 5 (five) hours of veterinary confirmation. The Customer agrees to place the dog into the care of a Veterinary Professional immediately should they have isolation facilities available.
- 1.3.b. Dogs that arrive for Home Boarding or Dog Day Care with evidence of a viral or bacterial illness must provide a written confirmation from a Veterinary Practice that the illness is no longer (or not) contagious. Evidence of a viral or bacterial illness may include (but shall not be restricted to) a runny nose, sneezing, coughing and an upset stomach.

1.4. Additional Charges

- 1.4.a. Dog Day Care Services offered on a public holiday shall be charged at time and a half.
- 1.4.b. Dog Day Care and Home Boarding for dogs with special needs may be charged at an additional rate per day, as advised at the time of booking. This charge is discretionary and is based on the additional needs of the dog for the period of care.
- 1.4.c. Weekend services may be charged at a different rate to weekday services, and will be documented in the written invoice.
- 1.4.d. The Customer agrees to pay for any damage to property or possessions arising from the behaviour of their pet whilst on Nythe Farm Home Boarding premises on presentation of a valid receipt for replacement goods, or a quote for damage repair.
- 1.4.e. The Customer agrees to pay for any additional fees for providing emergency care, as well as any expenses incurred for unexpected additional visits, transportation, boarding, food or equipment on presentation of a valid receipt.

1.5. Key Holding and Key Services

- 1.5.a. If required, Nythe Farm Home Boarding will safeguard keys in a manner consistent with that of the professional dog walking and pet sitting service industry. Keys will be tagged via a coded system and stored in a manner which offers reasonable protection against the theft or loss of keys.
- 1.5.b. Requests for keys to be returned or left at the property in the Customer's absence must be put in writing. Nythe Farm Home Boarding shall not be responsible for the safety of any keys posted through the letter-box or left at a 'safe location' if this is requested by the Customer. Should a Customer not wish to take advantage of the Key Holding Service, further collections are charged at £10. Customers may deliver the keys to the Nythe Farm Home Boarding premises in advance of Service commencement at no additional cost.

1.6. Pricing and Payment for Services

- 1.6.a. Service rates are reviewed annually, and shall come into effect on 1st January for bookings planned within the affected year. As an example, this means that a booking made in October 2022 for May 2023 shall be invoiced at the 2022 prices. Invoices shall be honoured at the price issued regardless of subsequent changes to Service prices. Customers shall be given a minimum of 3 (three) months notice of planned price changes.
- 1.6.b. Payment for services is required in advance of the Service start date, and on presentation of a Service Invoice. Charges are broken into a 25% (twenty five percent) non-refundable deposit, and a 75% (seventy five percent) balance. The deposit payment is due on or before the date stated in the Service Invoice. The balance is due 14 (fourteen) days prior to the first day of Service, as stated in the Service Invoice.
- 1.6.c. Customers agree that booking dates will not be reserved, and services will not be carried out if payments have not been received on the dates determined in the Service Invoice. In the event that Nythe Farm Home Boarding determine that the Service must be fulfilled in order to maintain the welfare of the pet, and payment has not yet been received; a supplementary fee for late payment may be added to the overall charge at a cost of £20 per week until the invoice is settled in full.
- 1.6.d. Approved payment methods are listed on the Service Invoice.

1.7. Abandoned Dogs

- 1.7.a. The Customer agrees that if their dog is not collected from Home Boarding or Dog Day Care on the due day, additional fees will apply and shall be paid on collection. If Nythe Farm Home Boarding are unable to contact the Customer or the Customer's Emergency Contact for 7 (seven) days, it is assumed that the dog has been abandoned and arrangements for re-homing will be made.
- 1.7.b. In the event that the Customer's Emergency Contact is contactable but is unable or unwilling to collect the dog and pay the additional fees, Nythe Farm Home Boarding will make arrangements for the re-homing of the dog.

1.8. Death or Loss of a Beloved Pet

- 1.8.a. Nythe Farm Home Boarding agree to provide a professional and reliable service to their customers. All animals under the care of Nythe Farm Home Boarding will be given the full care and attention needed to make their experience both fun and safe. Customers however, must accept that occasionally accidents or illness may occur in such a manner that can neither be foreseen nor prevented by Nythe Farm Home Boarding. The Customer shall indemnify Nythe Farm Home Boarding, who shall be held harmless in the event of the loss or death of a pet unless Nythe Farm Home Boarding can be shown to be negligent.
- 1.8.b. Nythe Farm Home Boarding shall use all reasonably practicable measures to prevent the loss of death of a pet in their care. Claims against Nythe Farm Home Boarding, where negligence is proven, shall be settled within the boundaries of the company's business insurance policy.
- 1.8.c. In the event of the temporary or permanent loss of a pet, Nythe Farm Home Boarding shall contact the customer immediately to apprise of the situation and agree next steps. In the event that a Customer is not contactable, the Customers nominated Emergency Contact shall be used.

1.9. Customer Complaints

1.9.a. Customer complaints must be received in writing within 30 (thirty) calendar days of the end of the service which has triggered the complaint. Nythe Farm Home Boarding shall respond to the Customer within 7 (seven) calendar days of receipt of the complaint. Nythe Farm Home Boarding shall use all reasonably practical measures in order to resolve the issue, and discussions about the complaint are made in good faith.

2. Dog Day Care

2.1. Hours and Additional Charges

2.1.a. Dog Day Care runs from 8am to 6pm, Monday to Friday. Customers collecting their dog after the close of business are required to pay an additional £5 charge for late collection. Customers may drop their dog between 8am and 10am, and may collect from 4pm to 6pm. Note that Nythe Farm Home Boarding provide other services throughout the day (home boarding) meaning that drop of and collection times must be agreed by prior arrangement. Weekend Dog Day Care may be available for an additional charge.

2.2. Unneutered Dogs

- 2.2.a. The Customer understands and agrees that bitches in season are not suitable for Dog Day Care, and that Nythe Farm Home Boarding shall not be held responsible for the unsolicited behaviour of un-neutered or un-spayed dogs, or for the dogs around them. Issues regarding unwanted pregnancy are the responsibility of the Customer and the affected third party. In the event that an un-neutered bitch comes into season whilst in the care of Nythe Farm Home Boarding, the Customer or the Customer's Emergency Contact shall be asked to collect the dog within 5 (five) hours of notification. No refund shall be issued for remaining booked days of the season period.
- 2.2.b. Unneutered males and unneutered females (whether in season or not) will not be accepted within the same period for Day Care, and in the event of a conflict the chosen party shall be determined by the pre-assessed behaviour of both visiting dogs around the visiting dogs already booked. The dog presenting the lowest risk to the already visiting dogs shall be chosen.

2.3. Unsuitable Behaviour and Aggression

2.3.a. Dogs that require permanent isolation from other dogs within the premises are not acceptable for Dog Day Care at Nythe Farm Home Boarding. Dogs that require temporary isolation from other dogs (for instance, recovering from a medical procedure) are accepted and shall be separated for their booked period. Where it is not possible to keep a dog completely separate, Nythe Farm Home Boarding reserve the right to cancel any bookings during the temporary period that isolation is required.

- 2.3.b. Dogs that display unacceptable behaviours are not suited to Dog Day Care. Unacceptable behaviour may be described as (but is not restricted to) a dog who barks continually; displays signs of extreme stress if left unattended (even if the Licence Holder is elsewhere within the premises); bites someone; is aggressive towards, or bites another dog, or persistently marks in the house.
- 2.3.c. Should the dog exhibit any of the above behaviours, the Customer will be contacted to make arrangements for the dog to be removed from the Nythe Farm Home Boarding service. If the Customer cannot be contacted, the Emergency Contact listed will be asked to make the arrangements to collect the dog.
- 2.3.d. The Customer agrees to inform Nythe Farm Home Boarding immediately should they see any signs of aggression in their pet. In the event that a dog does not behave as described on the signed Registration Form, the Customer must make arrangements (with help from Nythe Farm Home Boarding) to move the dog to another location for the remainder of the Dog Day Care period.

3. Dog Home Boarding

3.1. Hours and Additional Charges

3.1.a. Home Boarding runs from 9am on the day of arrival, and is charged per 24 hours. Customers may drop their dog at any time throughout the day but times must be agreed in advance. Note that Nythe Farm Home Boarding provide other services throughout the day (Dog Day Care) meaning that drop of and collection times must be agreed by prior arrangement. Regardless of drop off time, the first day of boarding is always counted as the first 24 hours. If dogs are collected by 12pm on the day of collection, they will not be charged for the final day.

3.2. Provisions

- 3.2.a. Dogs must be provided with sufficient food, treats and bedding to ensure their comfort and welfare during their stay. In the event that a dog has not been provided with sufficient food to maintain health for the period of the stay, Nythe Farm Home Boarding will purchase additional food (as described in the Registration Form), and Customers will reimburse Nythe Farm Home Boarding on collection of the dog.
- 3.2.b. Where Customers have forgotten to pack an item of equipment, Nythe Farm Home Boarding will endeavour to loan the dog a piece of equipment from stock. If an item of equipment is not available, Nythe Farm Home Boarding will contact the Customer to allow them to decide if the item should be purchased. Where items have been purchased with the Customer's consent, Customers will reimburse Nythe Farm Home Boarding for any charges on collection of the dog.

3.3. Dogs Left Alone and Overnight

- 3.3.a. Customers accept and agree that in rare and emergency circumstances, their dog may be left securely on Nythe Farm Home Boarding premises during the day, not being left alone for a period of more than 3 hours. Dogs from different families shall be separated in the event that they are left alone. A trusted relative or pet sitter will arrive to oversee the dogs as quickly as is reasonably practical based on the emergency circumstances.
- 3.3.b. Where the dog is crate trained and habituated to the use of a crate, the Customer consents to Nythe Farm Home Boarding using a crate to safely secure their dog during visits to the premises in accordance with local guidelines.

3.4. Unneutered Dogs

3.4.a. The Customer understands and agrees that bitches in season are not suitable for Home Boarding, and that Nythe Farm Home Boarding shall not be held responsible for the unsolicited behaviour of un-neutered or un-spayed dogs, or for the dogs around them. Issues regarding unwanted pregnancy are the responsibility of the Customer and the affected third party. In the event that an un-neutered bitch comes into season whilst in the care of Nythe Farm Home Boarding, the Customer or the Customer's Emergency Contact shall be asked to collect the dog within 5 (five) hours of notification. It is the responsibility of the Customer to ensure that a bitch in season is not booked in for Home Boarding, and therefore no refund shall be issued for remaining days of the Boarding period. In the event that the dog is not collected within the time frame specified, the relocation process described in the section 'Unsuitable Behaviour and Aggression' shall be followed.

3.5. Unsuitable Behaviour and Aggression

- 3.5.a. Dogs that require permanent isolation from other dogs within the premises are not acceptable for Boarding at Nythe Farm Home Boarding. Dogs that require temporary isolation from other dogs (for instance, recovering from a medical procedure) are accepted where it is possible and practical, and shall be separated for their booked period. Where it is not possible to keep a dog completely separate Nythe Farm Home Boarding reserve the right to cancel any bookings during the temporary period that isolation is required.
- 3.5.b. Dogs that display unacceptable behaviours are not suited to Home Boarding. Unacceptable behaviour may be described as (but is not restricted to) a dog who barks continually; displays signs of extreme stress if left unattended (even if the Licence Holder is elsewhere within the premises); bites someone; is aggressive towards, or bites another dog, or persistently marks in the house.
- 3.5.c. Should a dog exhibit any of the above behaviours, the Customer will be contacted to make arrangements for the dog to be removed from the Nythe Farm Home Boarding service within a time frame set by Nythe Farm Home Boarding. If the Customer cannot be contacted, the Emergency Contact listed will be asked to make the arrangements to collect the dog. There will be no refund of boarding fees paid to Nythe Farm Home Boarding.
- 3.5.d. Should the Emergency Contact refuse to collect the Customer's dog, Nythe Farm Home Boarding will endeavour to put the dog(s) into alternative facilities for the remainder of the period. If transportation costs are incurred for moving the dog to alternative facilities, these will be paid by the Customer on their return. There will be no refund of boarding fees paid to Nythe Farm Home Boarding, and charges incurred at the kennels will be payable by the Customer on collection of the dog. Dogs boarding together from the same family will not be separated without the Customer's consent, and where the Customer is not contactable, all dogs will be moved to the alternative facility.
- 3.5.e. In the event that the Customer and Nythe Farm Home Boarding can reach no mutual agreement for the care of the aggressive dog for the remainder of the period, Nythe Farm Home Boarding will contact the local Licensing Authority or Dog Warden and will

follow the advice or direction given by the Licensing Authority or the Dog Warden. The Customer agrees to defer to the Licensing Authority or Dog Warden's direction in such circumstances.

3.5.f. The Customer agrees to inform Nythe Farm Home Boarding immediately should they see any signs of aggression in their pet. In the event that a Customer's dog does not behave as described on the signed Registration Form, the Customer must make arrangements (with help from Nythe Farm Home Boarding) to move the dog to another location for the remainder of the boarding period.

Nythe Farm Home Boarding Pricing (from 01/08/22)

1. Home Boarding Charges (per day as defined in this Agreement)

| Adult | £27 |
|--------------------------------|-----------------------------------|
| 2 Adults | £45 |
| 3 Adults | £58 |
| Puppies (only taken if staying | Add £5 per day to the adult rates |
| with another dog) | |
| Special Needs | Add £5 per day to the adult rate |
| Puppies with Special Needs | Please contact us |
| Late Collection (7pm-8pm) | Add £5 per dog to the final day |
| Late Collection (after 12pm) | Add an extra day charge per dog |

2. Dog Day Care Charges (per day as defined in this Agreement)

| Adult | £20 |
|-----------------------------|---|
| Puppies | Add £5 per day to the adult rate |
| Special Needs | Add £5 per day to the adult rate |
| Puppies with Special Needs | Please contact us |
| Late Collection (7pm-8pm) | Add £5 per day to the adult rate |
| Late Collection (after 8pm) | Charged as extra day unless agreed in advance |

3. Public Holidays and Special Days - Dog Day Care

| Public Holidays | 1.5 x standard rate (where available |) |
|-----------------|--------------------------------------|---|
|-----------------|--------------------------------------|---|

| For and on behalf of the Customer: |
|--|
| Signed |
| Date |
| |
| For and on behalf of Nythe Farm Home Boarding: |
| For and on behalf of Nythe Farm Home Boarding: Signed |

In signing this Agreement, both parties acknowledge they are legally authorised and entitled to do so, they fully understand and accept the terms

(having taken legal advice if they consider it appropriate or necessary) and agree to be bound by the terms.